

**JIM FELTMAN HOMES**

5661 E Highway 98, Panama City FL 32404

Maintenance Phone Number: 850-832-3041

Landlord Phone Number: 850-871-6189

Email: landlord@JimFeltmanHomes.com

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OVERVIEW**PARTIES AND OCCUPANTS**

THIS LEASE AGREEMENT ("Agreement") made and entered into on date: _____, by and between the property manager of Jim Feltman Homes Inc. (hereinafter referred to as "Landlord"), and _____ (hereinafter referred to as "Tenant") is to lease the property having a street address of _____ for a monthly rent cost of _____ for a period of 12 months. Beginning on this date _____, a pro-rate amount of _____ is due now, and beginning on the 1st of _____ 2025, the tenant(s) agree to pay rent in the amount of _____ per month, to be paid in advance by the first day of every month, for a period totaling a period of 12 months. I, _____, have paid the sum of _____ (full months rent), as a security/damage deposit to be held by landlord.

RENTS

Rent is due on the FIRST DAY of the month. If rent is received after the fifth day of the month a basic late fee of \$25 will be charged plus \$5.00 per day starting the sixth day and continuing until the rent is paid in full. Any late fees accrued will then be considered rent. Tenant understands that if rent is not paid by the fifth of the month Landlord has the right to begin the eviction process.

The Forms of payment accepted are the following: money order, personal check, cashier's check, money gram, or ACH check.

Rent can be paid through the office drop box, or in person during Office Hours: Mon-Fri. (9:00 - 3:00). Any of these payment methods can also be dropped off at the office OUTSIDE of normal business hours via the drop

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box. The office address is 5661 E Hwy 98 Panama City FL 32404. Please make the payment out to: Jim Feltman and be sure to include your **ADDRESS** somewhere on the form of payment in order to receive credit.

SUBLEASING AND ADDITION/REMOVAL OF TENANT TO LEASE

Subleasing

1. Subleasing is not permitted unless explicit permission in writing is given AND APPROVED by the landlord.
2. Addition or removal of a tenant to lease within the lease term must be done via email. Please email all concerns regarding adding or removing a tenant to the lease to: landlord@JimFeltmanHomes.com

GENERAL PROVISIONS

Terms and Conditions

1. If a tenant is locked out of the property, the landlord will allow one occurrence of good faith to give the tenant access to the property. Tenants may obtain another key from Jim Feltman Homes Property Management for a \$25.00 fee.
2. Tenants must return ORIGINAL keys to property and mailbox (if applicable) to property management team upon end of lease or tenant will be fined \$50.00 per key they neglect to return.
3. The tenant hereby accepts the premises in its PRESENT condition except otherwise hereinafter specified. If a claim sheet is provided upon move in, it must be returned to Jim Feltman Homes within 24 hours. Tenant understands that if rent is not paid by the fifth of the month Landlord has the right to begin the eviction process.
4. Jim Feltman Homes is not responsible for any lost/stolen personal property.
5. All tenants will be provided with a move in checklist, you will have 48 hours from move in date to fill out and bring back.
6. If you abandon the house/townhouse/duplex without notice and a forwarding address, or are evicted, we have the right to dispose of any abandoned property at the address.

Security deposit

7. TENANT agrees to pay LANDLORD the sum of _____ as a security deposit for faithful performance by TENANT of all terms, covenants and conditions of this lease. The deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with the TENANT's failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT's default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering, or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for any unpaid rent, future rent due, attorney's fees, costs and any other amounts due under the same terms of the tenancy or Florida Law. The security deposit (and advance rent if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with Regions bank located at 730 North Tyndall Parkway, Callaway FL 32404. Florida statutory law 83.49 (3) provides:

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- a. Upon vacating the premises for the termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the LANDLORD shall have 30 days to give TENANT written notice by certified mail to the TENANT last known mailing address of his intentions to impose a claim on the deposit, and the reason for imposing the claim.
- b. "This is a notice of my intention to impose a claim for damages in the amount of ____ upon security deposit, due to ____." It is sent to you as required by s. 83.49(3), Florida Statutes. You are notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit.
- c. Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention of a claim, the landlord may then deduct the amount of the notice of intention to impose a claim for damages.
- d. If either party institutes an action in court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance on the calendar.
- e. Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed Real Estate Brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.
 - i. Security deposit refunds if any shall be made by mail only, as provided by law, made out in the names of all TENANTS in one check, and may not be picked up in person from LANDLORD.
- f. **Please fill out a move in checklist.** Failure to return move in checklist within 48 hours may result in jeopardizing your deposit and/or additional fees.

REPAIRS AND MAINTENANCE

8. JFH requests that all tenants check the smoke detectors once a month. Any smoke detector found not functioning properly should be reported immediately to JFH. Tenant is financially responsible for the replacement batteries as needed.
9. Tenants shall be responsible for all window/screen repair or replacement during the term of lease. Tenants will not be responsible for any damages to windows, screens, or doors that are weather related.
10. If the above property has a fireplace, the tenant is solely responsible for providing the landlord with a cleaning service and invoice if use of said fireplace is intended. With invoice and bill of work completion, the tenant may be reimbursed by the landlord for said cleaning.
11. Tenants of rental houses are responsible for mowing the lawn monthly, unless otherwise agreed to and violation will result in a \$50.00 fee.

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12. Air conditioning unit filters must be replaced monthly by the tenant unless otherwise agreed in writing. AIR FILTERS WILL BE available for purchase when you sign the lease. If there is an HVAC issue at any point in lease and it is discovered that the tenant is not changing the air filters monthly the tenant, then agrees to pay for the LABOR AND PARTS REQUIRED TO FIX THE HVAC. THIS IS A FRIENDLY REMINDER THAT THE AVERAGE COST OF AN HVAC RELATED SERVICE CALL IS \$600. Please help us keep these AC's running, and with a clean filter! Changing light bulbs is the responsibility of the tenant. Another friendly reminder, a very dirty A/C filter increases the power bill substantially!
13. We are not responsible for pest control.

Landlord access to unit

Under Florida landlord tenant law, the landlord is allowed to enter rented property with a 24 hour notice. If the landlord does not have a copy of a key to the premises, the landlord may request for the tenant to leave a key to enter said property.

GENERAL CLAUSES

Prohibited actions

14. Lessee may not change locks. If a lock change becomes necessary, a \$50.00 fee may apply, that is up to the discretion of a professional and our property management team.
15. Tenants may not make or allow to be made, any alterations to the property without having first obtained the written consent of the Landlord, whose consent may be given or withheld at Landlord's discretion.
16. Tenants shall not keep or have on the leased premises any article or thing of dangerous, flammable, explosive character that might increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.
17. Inoperable, damaged, or non-registered vehicles are subject to immediate removal by management with no prior notice. Towing shall be at the expense of the vehicle owner.
- 18. ZERO TOLERANCE TRASH POLICY:** Trash is to be placed in the appropriate trash can. Any trash left at or around the unit or any garbage bags improperly disposed of in a JFH dumpster or dump trailer area will result in **a fine to the tenant**. We strictly enforce this policy so please be sure to comply in order to avoid a fine of up to \$50.00 per occurrence. Please note that a trash can being provided to you, is only applicable for tenants that have a zip code of 32405, or are in the municipality the City of Panama City. All other municipalities (Callaway, Parker, or Springfield) must purchase their own trash service independently.

Extension of lease

19. Thirty days before the end of your lease term, you will be contacted about lease renewal options. If no new lease is signed, and the tenant remains an occupant of the property, the landlord has the right to increase the rent in the amount of _____. Should the tenant wish to remain in possession of the property with the consent of the landlord after the expiration of the lease, a lease renewal will need to be signed.

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Termination of lease

20. To terminate a lease, the tenant must give the landlord written notice 30 days prior to the anticipated termination date. There will be a \$500 termination fee for apartments/townhomes and a \$1,000 termination fee for rental houses. If you choose to terminate your lease, your security deposit will not be refunded. Tenant is expected to continue paying monthly rent, until the date of termination.
21. Tenant acknowledges that on the very last day of their lease term that they will be completely moved out of the said property by 8:00 pm. Tenant further understands that all their possessions must be removed from premises by 8:00 pm or Landlord will assume that Tenant has abandoned those items. Landlord will dispose of abandoned property and the tenant will be charged along with other damages. Tenant understands that if they are not fully moved-out of property by 8:00 pm on the last day of their lease Landlord may impose a \$500.00 fee or retain the entire security deposit, whichever is greater.

_____ Initial here

RULES AND REGULATIONS

In addition to policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by JFH.

1. Parking and towing
 - Only passenger cars may be parked on premises. NO other vehicles (including boats, boat trailers, campers, travel trailers, and motor homes) may be parked on the premises without landlord consent.
 - All vehicles parked on a premises must be currently registered, in street operating condition.
 - No vehicle may be parked in front of dumpsters, as to block other vehicles.
 - **NO PARKING ON THE GRASS**

Any violations will be subject to towing at the owner's expense.

2. No spikes, adhesives, screws, hooks, or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces of the unit without our prior consent. Small tacks and finish nails are permissible. If there is a driven hole in or applied to the walls at the end of lease that has not been repaired that is larger than the size of a dime, the tenant will be charged \$10.00 per occurrence of the hole.
3. You cannot use foil or any other unsightly materials to cover the windows.
4. Entrances, hallways, walkways, and lawns may not be used for storage.
5. Patio or common areas must always be kept neat and clean in broom-swept condition.
6. Barbecue grills and similar equipment shall only be used outside in the yard, and if used on porches, maintain a safe distance which shall be no less than three feet from vinyl siding, as the siding is highly sensitive to heat.
7. The number of occupants per rental is dependent upon the size of the property. One bedroom apartments or houses can have no more than THREE individuals residing at the property. Two

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bedroom apartments/houses may have no more than FIVE individuals residing at the property. Three bedroom apartments/houses may have no more than SEVEN individuals occupying the property. Four bedroom apartments/houses may have no more than EIGHT individuals residing at the property. Failure to adhere to these rules is a VIOLATION of your lease.

8. We have a no tolerance policy for smoking INSIDE rental properties.

Additional

Drug/criminal activity

- No tenant guest or person allowed on premises by tenant shall engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug related criminal activity", means, but is not limited to, the illegal sale, manufacture, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined by section 102 of the Controlled Substances Act (21 U.S.C. 802).
- No tenant guest or other person allowed on the premises by the tenant shall violate any ordinances of the City, or laws of the State of Florida, or the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever that will injure the reputation of said neighborhood.
- All articles such as water buckets, yard equipment or any items which may create an eyesore must be kept in an area which cannot be seen from the street.

COMMUNICATION

Please keep in mind that Jim Feltman Homes manages more than one property. Be mindful of excessive phone calls or texts to any Jim Feltman Homes employee. Please leave a voicemail if your call is not answered. If the voice mailbox is full, please send a text message or email the concern to landlord@jimfeltmanhomes.com. The maintenance phone number is (850) 832-3041, UNLESS IT IS A MAINTENANCE RELATED ISSUE, ALL OTHER QUESTIONS OR CONCERNS ARE TO BE DIRECTED TO THE OFFICE. The OFFICE phone number is 850-871-6189, and is a land line.

UTILITIES

Monthly rent does not include any utility expenses. All utilities including water, power, gas, internet/phone service, and trash are the sole responsibility of the tenant. Please see the correct utility information sheet that corresponds with the municipality within which the property is being rented.

MOLD AND MOLD PREVENTION

Preventing mold begins with you. To minimize the potential for mold growth in your dwelling, you must do the following:

1. Keep your dwelling clean- particularly the kitchen, bathroom, and floors. Regular cleaning is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

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2. Common reasons for possible moisture accumulation happens on windows, windowsills, walls, ceilings, floors, and other household surfaces. Clorox or disinfecting wipes work great for this. Look for leaks in machine discharge lines (washing machine, refrigerator, underneath sinks, etc.).
3. If you notice any excessive signs of mold, please contact the maintenance team immediately. The service call phone number is **(850) 832-3041**. This number can be texted or called. If no one answers, please LEAVE A VOICEMAIL, or simply text your concern. Make sure to disclose your name and the address of the property you are renting.

Pets

Pets are welcome at any JFH property, with some exceptions and precautions to keep in mind. Please be aware that the weight limit for pets is 50lbs. Pets must be pre-approved by the property management team and addition to a pet to the household without notifying the property management team would result in a violation of the terms of lease. Any pet that resides on a property owned by Jim Feltman Homes, must complete a pet application. We enjoy allowing our furry friends to occupy your dwelling with you, so please, help us be successful in continuing to allow them by doing the following to add your pet to your lease agreement:

2. Complete pet application. One must be filled out for EACH pet.
3. You must pay a \$250.00 non refundable pet fee for each animal that occupies your rental with you.

Please keep in mind that the tenant will be responsible for FULL replacement and/or repair cost of carpet, walls, blinds, flooring, or any other items damaged in any way by pets. Tenants are also responsible for the full cost of any pet related exterminating fees. Approval or denial of a pet is at the full discretion of the Landlord. Tenants agree that keeping a pet on the premises is a revocable privilege and not a right.

Initial of tenant acknowledging ownership of pet

I understand the pet policy. I understand that upon addition of an animal to my lease I will do so after the approval of the landlord.

_____Initial here

I understand I am financially responsible for all pet related repair costs. I understand that I am responsible for pickup and removal of all pet related defecation.

_____Initial here

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I understand that the total amount owed at the sign of lease consists of a _____ security deposit, a _____ pet fee, and a pro-rated first month's rent amount of _____.

I, _____ agree to pay the total amount of _____ via money order, money gram, cashier's check, personal check, by electronic transfer of funds (ACH) or from a third party rental assistance company (section eight, 90 works, etc), debit/credit card.

Tenant name printed: _____

Tenant signature: _____ Date: _____

Landlord printed name: _____

Landlord signature: _____ Date: _____

Contact Information

Name: _____

SSN: _____ - _____ - _____

Date of birth: ____/____/____

Driver's license number: _____

Cell phone number: _____

Email: _____

Place of employment: _____

Work Phone number: _____

Emergency contact name: _____

Emergency contact phone #: _____

Pet Application

Name of pet: _____

Breed: _____

Weight: _____

Brief description of pet: _____

Photo of pet must be emailed to landlord.jfh@gmail.com

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